



www.poolfx.co.nz

TERMS OF TRADE – PoolFx Ltd

Terms & Conditions

Terms means these Terms and Conditions of Trade.

These Terms of Trade apply to all transactions

Goods means all Goods supplied from time to time by PoolFx Limited to the Customer,

Services means Services supplied from time to time by PoolFx Limited to the Customer under a contract/agreement for, or in relation to, the performance of work (including work of a professional nature), whether with or without the supply of Goods.

The following constitute the terms and conditions of business between us, PoolFx Ltd and you, the client.

1. PoolFx Ltd agrees to supply the Goods and Services to the Customer as specified.

(a) The Customer has read and accepts this contract and acknowledges that any right of cancellation, addition, deletion, amendment, waiver or variation of these Terms by PoolFx Limited will only be effective if given in writing by a PoolFx Limited authorised person.

2. Confidentiality:

(a) PoolFx Ltd must have all the relevant details of the payer of the invoice at the time of job booking. We regard client confidentiality as of paramount importance. We will hold in confidence all information concerning you and your property

(b) When booking a job for a rental property, PoolFx Ltd will require the details and authorization of the landlord for go ahead before any job commences or as the tenant you will accept full responsibility for the debt incurred. PoolFx Ltd reserves the right to refuse service.

3. Price:

(a) Where a quotation has been given for work to be performed; unless otherwise agreed, that quote remains valid for 30 days and will lapse thereafter without notice. Your acceptance of our quotation must be confirmed in writing prior to commencement of work. We may withdraw that quotation any time before acceptance.

(b) The price for goods and/or Services will either be as quoted to the Customer in writing or, if no written quote is provided, pursuant to PoolFx Ltd standard charges applying at that time. CBD Customers may not be charged mileage however a vehicle tariff will be applied.

(c) All service work will have a minimum of 1 hour charge out plus travel Or vehicle tariff applied to the invoice.

(d) A 50% deposit for some products or services may be required before commencement of the job; you will be advised of this before the job goes ahead.

4. Payment:

(a) We accept direct credit, cash, cheque, payments.

(b) Payment of the claimed amount is due and payable by you within 7 days following invoice. Where work is undertaken over a period exceeding one month, invoices may be issued for progress payments, covering work done and costs incurred up to the date of the invoice.

(c) If you disagree for any reason with the claimed amount, you will respond in writing before the payment is due.

(b) When arranged in advance, payments may be made on the 20th of the month following invoice.

5. Late Payment:

(a) The Customer will pay late payment charges to PoolFx Ltd on all monies unpaid by the due date and will pay all costs incurred by PoolFx Ltd in recovery of any Goods or monies subsequent to default by the Customer.

(b) The rate of late payment charges shall be 5% per month from the date of default being the due date or the date upon which any cost of recovery is incurred. Such late payment charges shall be calculated daily and compounded monthly from the date of default until payment in full shall be received.

(c) The charging of late payment charges does not imply the granting of any extension of credit.

(d) When the Customer is in default, any monies received by PoolFx Ltd shall be applied firstly in payment of late payment charges due, secondly in payment of recovery costs and the residue applied in reduction of the original invoice debt.

(e) If for any reason PoolFx Ltd have to resell Goods ordered by the Customer the Customer shall pay and/or indemnify PoolFx Ltd for all repossession, storage, resale (including any shortfalls including total loss sustained between the sale price to the Customer and the resale to a third party) and legal costs incurred and all costs of recovery as above.

6. Locked Gate Fee:

(a) Where a customer has requested PoolFx Ltd to perform a service and access needs to be gained to the property, the Customer is required to inform PoolFx Ltd any gate code or key changes.

(b) The inability of PoolFx Ltd to complete a job, as a direct result of inability to gain access due to a locked gate, the Customer may be charged the full service fee regardless if the service has been completed.

7. Site Revisit Fee:

(a) The Customer will keep PoolFx Ltd informed regarding any detrimental issue on site i.e. no power at property or incorrect water level in pool etc, that would affect the ability for PoolFx Ltd to undertake the required service.

(b) The Customer may be charged a \$35 (ex gst) revisit fee should PoolFx Ltd arrive on site and unable to perform required duties due to lack of information from Customer.

(c) It is the Customer's responsibility to restrain any dangerous animals that may pose a threat to PoolFx Ltd. PoolFx Ltd reserves the right to refuse entrance to the site where, in PoolFx Ltd opinion, entering the property may pose a threat to PoolFx Ltd's safety.

8. Right of Cancellation:

(a) PoolFx Ltd may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written or verbal notice to the Customer. On giving such notice PoolFx Ltd shall repay to the Customer any sums paid in respect of the Price. PoolFx Ltd shall not be liable for any loss or damage whatsoever arising from such cancellation.

(b) In the event that the Customer cancels delivery of Goods the Customer shall be liable for any loss incurred by PoolFx Ltd (including, but not limited to, any loss of profits) up to the time of cancellation (which shall be required in writing).

(c) Cancellation of orders for Goods made to the Customer's specifications or non-stock list items will definitely not be accepted, once production has commenced.

9. Delivery:

(a) Where the Customer uplifts the Goods from PoolFx Ltd premises, the Customer agrees to comply with all manufacturer/supplier requirements for the safe and proper transportation of the Goods

(b) Although PoolFx Ltd shall use its best endeavour to deliver in accordance with any time specified by the Customer, PoolFx Ltd will not be liable to the Customer or any party for any loss sustained due to any delay in delivery and PoolFx Ltd reserves the right to cancel delivery of the Goods or such instalments thereof without prejudice to its rights to recover all sums owing to it in respect of deliveries already made

(c) If the Goods are ready for delivery on the date specified by the order of the Customer and the Customer does not take delivery when requested by PoolFx Ltd to do so, PoolFx Ltd will have the right to invoice the Customer for payment in accordance with Condition 4. Risk in the Goods shall pass from PoolFx Ltd to the Customer when the Goods are delivered.

10. Retention of Title:

(a) Legal ownership in all goods is retained by PoolFx Ltd until full payment has been received

(b) The client will be responsible for risk of any loss or damage to the goods whensoever and howsoever caused following delivery notwithstanding that title to the goods may not have been passed to the client

(c) If any payment is overdue in whole or in part, PoolFx Ltd may (without prejudice to its other rights) recover or sell any goods supplied by us to the client and without further notice may enter upon the Clients premises whether itself or by its agents in order to take possession of any and remove such goods.

(d) The client will indemnify PoolFx Ltd or its employees or agent against any loss or damage occasioned to third parties in or arising from the repossession of the goods.

(e) Title in any Goods supplied by PoolFx Ltd shall remain with PoolFx Ltd until full payment for all monies owing by you ("the Customer") to us ("PoolFx Ltd") have been made.

(f) If the Customer sells the Goods while monies remain owing to PoolFx Limited the proceeds of such sale shall be held on trust for PoolFx Ltd and immediately paid to PoolFx Ltd to cover the amount outstanding.

(g) Give us not less than 14 days prior written notice of any proposed change in your name, address and contact details.

11. Liabilities:

(a) The liability of PoolFx Ltd which includes its directors, shareholders and employees is limited to the value of the contract as a maximum or to the value of the individual failed product or service whichever is lower

(b) PoolFx Ltd which includes its directors, shareholders, employees and subcontractors accept no liability for any direct or indirect consequential damages or losses.

12. Warrantees and Guarantees:

(a) Where applicable, Goods shall be supplied with manufacturer warranties. The provisions of the Consumer Guarantees Act 1993 will apply

11. Warranty Exclusion:

(a) Warranties do not extend to loss caused by normal wear and tear, fire, theft, vermin or insect infestation.

(b) Warranties do not cover for damage caused by the incorrect operation or not following the operation instructions for the product

(c) Warranties do not cover for damage or loss due to improper installation by the client or third party or for damage arising from the failure to correctly maintain or clean the product

(d) Warranties do not cover in the event of incorrect voltage or non-authorized electrical connections or use of non authorised/non-standard parts

(e) Warranties do not cover in the event the client has attempted to repair or undertaken or caused the undertaking of repair or other work to be carried out on the product other than by PoolFx Ltd.

(f) Warranty does not cover service costs in replacing and maintaining consumable parts which have ceased working through normal wear and tear.

These terms apply to any current engagement and also to any future engagement. Any photos taken of the pools we maintain may be used on our website for marketing purposes only. We will ensure that none of your personal details will be divulged... We are entitled to change these terms and conditions at any time, in which case we will send you amended terms

